

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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June 19, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO EXECUTE A SOLE SOURCE CONTRACT BETWEEN LOS ANGELES COUNTY AND LOS ANGELES COUNTY OFFICE OF EDUCATION FOR THE CHILD CARE TRAINING INSTITUTE  
(ALL DISTRICTS-3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman to sign the enclosed contract with Los Angeles County Office of Education (LACOE) commencing July 1, 2007 or the date after Board approval, whichever is later, through June 30, 2008 at a one-year cost of \$550,000 for the Child Care Training Institute (CCTI) to provide child care workshops for licensed and license-exempt providers and start-up packages which include educational and child care supplies to licensed and license-exempt providers.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current contract for the provision of child care training expires on June 30, 2007. The approval of the contract will continue the provision of CCTI services to DPSS. It will continue to enhance the County's availability of quality child care in areas with a high concentration of families receiving CalWORKs by 1) training current and new providers in order to maximize the supply and quality of child care services available to families, 2) improving the physical and professional environment that children are placed in as their parents enter the workforce, 3) providing technical assistance services to licensed and license-exempt providers to improve the quality of care given, and 4) enabling new providers to commence services through incentive packages.

### Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #5 (Children and Families Well-Being): to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The proposed maximum contract cost is \$550,000 for FY 2007-08 for the CCTI contract. The cost will be financed using 100% Net County Cost (NCC).

The funding for this contract is included in the Department's FY 2007-08 Final Changes Budget and is one-time only. In future fiscal years, should the program continue, DPSS and LACOE will find alternative funding sources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The CCTI contract number 73390 approved by your Board on June 29, 2006, provides child care training workshops to licensed and license-exempt providers effective July 1, 2006 through June 30, 2007.

CCTI workshops are not limited to licensed and license-exempt providers. They are open to all individuals residing in Los Angeles County, but are specifically targeted to populations who are residents in low-income areas where there are limited or no child care services available.

Since the inception of the CCTI program in March 1999 through March 31, 2007, 29,060 licensed and license-exempt providers have received training through 1,091 training sessions. These training sessions were offered in diverse languages such as English, Spanish, Mandarin, Cambodian, Cantonese, Vietnamese, Russian, Khmer and Armenian.

The CCTI contract provides the County with consultant trainers for the training of licensed and license-exempt providers Countywide in workshop topics such as health and safety issues, program quality assessment, business plan development, marketing, and legal issues for child care programs.

LACOE provides incentive packages to child care providers upon completion of three training sessions from CCTI. The Start-up Assistance Program offers an incentive child care package, which includes child care supplies and educational materials, valued at \$270.00 to licensed child care providers, and \$125.00 to license-exempt providers. The contract also requires that upon request of child care providers, LACOE provide technical assistance services in the application or utilization of various health aid items such as smoke alarms, fire extinguishers, child safety gates, electrical outlet covers, and CPR/First Aid training.

LACOE also provides fingerprinting of new providers prior to being licensed which is a prerequisite for State licensing. Additionally, the contract for FY 2007-08 requires LACOE to provide CPR/First Aid training for 30 teachers from the DPSS Crossroads, El Monte Annex and El Monte Telstar Child Care Centers.

The contract is authorized by California Government Code Sections 26227 and 31001.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The Auditor-Controller has reviewed and agreed with the proposed contract's performance outcomes. County Counsel and the Chief Administrative Office have reviewed this Board letter and County Counsel has approved the contract as to form.

### Contractor Performance

The current contract requires LACOE to conduct a minimum of 50 workshops during the term of the contract for licensed and license-exempt providers in various languages throughout the County. LACOE has consistently exceeded the minimum of 50 workshops. In addition, LACOE offers workshops on weekends to accommodate providers' busy schedules and it constantly reinvents its curriculum, adding new workshops/classes to accommodate child care needs.

A recent monitoring for the period of July 1, 2006 through December 31, 2006 finds that LACOE's overall performance was satisfactory. LACOE's performance was monitored through an evaluation of the contract's Quarterly Management Reports and by the Department's semi-annual monitoring in fiscal, administrative, and service delivery.

CCTI workshops have been successful in promoting quality child care. According to a recent Evaluation Report conducted in June 2006 by Results Research (R<sup>2</sup>), a non-profit organization hired by LACOE, the workshops have helped providers in improving their child care practice by applying knowledge and skills gained from the workshops.

The R<sup>2</sup> report, compiled from a Retrospective Evaluation Survey mailed to 527 workshop attendees from July 2005 through December 2005 shows that out of 137 respondents, 64% (88 respondents) were licensed providers. Of the 49 respondents without a child care license, 59% were planning to get licensed, and 16% were in the process of getting a license.

### CONTRACTING PROCESS

LACOE is a local public agency and this sole source contract is in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation Section 23-650.1.12, which allows for non-competitive contracting with public agencies.

**IMPACT ON CURRENT SERVICES**

These contracts will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired.

There is no change in risk exposure to the County. The contract will not result in reduced services.

**CONCLUSION**

The Executive Officer, Board of Supervisors is requested to return one (1) adopted stamped Board Letter and four (4) original signed copies of each contract to the Director of the Department of Public Social Services.

Respectfully Submitted,



Philip L. Browning  
Director

PLB:hp

Attachment

c: Chief Administrative Officer  
County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors

# **DEPARTMENT OF PUBLIC SOCIAL SERVICES**



## **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

**FOR**

**CHILD CARE TRAINING INSTITUTE**

Prepared By  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411

June 2007

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**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY OFFICE OF**  
**EDUCATION (LACOE) FOR CHILD CARE TRAINING INSTITUTE**

This Contract and Exhibits are made and entered into this 19<sup>th</sup> day of June, 2007 by and between the COUNTY of Los Angeles hereinafter referred to as COUNTY and the Los Angeles County Office of Education (LACOE), hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Contract; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B - Los Angeles County Office of Education (LACOE) Budget
- 1.3 ATTACHMENT C - CONTRACTOR Invoice Format



- 1.4 ATTACHMENT D - Monthly Management Report Format
- 1.5 ATTACHMENT E - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- 1.6 ATTACHMENT F - Civil Rights Resolution Agreement Requirements
- 1.7 ATTACHMENT G - CONTRACTOR Employee Acknowledgement & Confidentiality Agreement
- 1.8 ATTACHMENT H - Grounds For Rejection
- 1.9 ATTACHMENT I - Internal Revenue Notice 1015
- 1.10 ATTACHMENT J - Safely Surrendered Baby Fact Sheet
- 1.11 ATTACHMENT K - Jury Service Program
- 1.12 ATTACHMENT L - Charitable Contributions Certification
- 1.13 ATTACHMENT M – Certification of No Conflict of Interest
- 1.14 ATTACHMENT N – Complaint of Discriminatory Treatment Form
- 1.15 ATTACHMENT O - General Workshop Curriculum Categories
- 1.16 ATTACHMENT P - Start-up Package List

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.0, TERMS AND CONDITIONS, Subparagraph 8.7 - Change Notices and Amendments, and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**BOARD OF SUPERVISORS:** The Board of Supervisors is the governing body of the County of Los Angeles.

**BUDGET:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the budget are the following:

- Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).
- Total Cost to Contract Services - The total cost to Direct and Indirect Costs.

**BUSINESS DAYS:** Business days are Monday through Friday, excluding County holidays.

**CONTRACT:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

**CONTRACT MANAGEMENT DIVISION:** The Department of Public Social Services' Division responsible for the Contract.

**CONTRACTOR:** The governmental agency or non-profit corporation which has entered into a contract with the County to perform or execute the work specified in this Contract.

**CONTRACTOR HEARING BOARD:** The County Board which adjudicates evidentiary hearings on the malfeasance of Contractors when the contracting County Department moves to debar the Contractor from retaining a current contract or bidding on future contracts.

**CONTRACT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**COUNTY CONTRACT ADMINISTRATOR (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

**DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

**DIRECTOR:** The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

**EXECUTIVE DIRECTOR:** The individual designated to receive official notices on behalf of the Contractor.

**FISCAL YEAR (FY):** The twelve (12) month period beginning July 1 and ending the following June 30.

**SUBCONTRACTOR:** An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work.

### **3.0 SCOPE OF WORK**

Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the STATEMENT OF WORK, Attachment A. If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

The term of this Contract is for one (1) year, commencing July 1, 2007 or the date of Board of Supervisors approval, whichever is later, and continuing through June 30, 2008, subject to COUNTY's right to terminate earlier for convenience, non-adherence of COUNTY Lobbyist Ordinance, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, insolvency of the CONTRACTOR, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program or as otherwise provided in this Contract.

### **5.0 CONTRACT AMOUNT**

1. The maximum amount of this Contract shall not exceed \$550,000.
2. The CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to DPSS at the address to be provided by DPSS.
3. The CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to DPSS at the address to be provided by DPSS.
4. The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6. In consideration of the performance of the foregoing in a satisfactory manner, the COUNTY agrees to pay an amount not more than the maximum amount of this Agreement to the CONTRACTOR to cover the actual costs associated with the Child Care Training Institute services in accordance with Attachment B, CONTRACT BUDGET.
7. The CONTRACTOR may, at the CONTRACTOR's discretion, reallocate funds among each of the budget categories as shown in Attachment B, CONTRACT BUDGET, to a maximum of 10% of each budget category not to exceed the total contract amount as stated in Section 5.1. Reallocation of funds by the CONTRACTOR by more than 10% requires written approval of the DPSS Director.
8. This Agreement is valid and enforceable only if sufficient funds are made available by the COUNTY Budget of the applicable fiscal year for the purposes of this Agreement.
9. COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
10. The CONTRACTOR agrees to prepare and submit actual cost invoices monthly each in an original and one copy, along with its Monthly Management Report (refer to Technical Exhibit 6.2, hereunder) and actual cost supporting documents, due no later than fifteen (15) calendar days after the end of the month in which services were provided and the final actual cost invoice is to be submitted forty-five (45) calendar days after the end date of the Contract term to:

**Los Angeles County  
Department of Public Social Services  
Contract Management Division – Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
Industry, CA 91746-3411**

**Attention: Hoa Phan, County Contract Administrator**

11. Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment. The COUNTY shall make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.

#### **6.0. ADMINISTRATION OF CONTRACT – COUNTY ADMINISTRATION**

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

## **6.1 COUNTY CONTRACT ADMINISTRATOR (CCA)**

Responsibilities of the CCA include:

- a. ensuring that the objectives of this Contract are met; and
- b. making changes in the terms and conditions of this Contract in accordance with Subsection 8.6, Changes and Amendments; and
- c. providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements; and
- d. meeting with the CONTRACTOR's Project Manager on a regular basis; and
- e. inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR ADMINISTRATION**

### **7.1 CONTRACTOR's Project Manager**

- 7.1.1 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with the CCA on a regular basis.
- 7.1.3 The CONTRACTOR's Project Manager must have a minimum of three (3) years of experience in the performance of services the same as, or similar to, the services required in this Contract.

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subsection, the COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under the Contract shall be

deductible, at the COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

- 8.1.2 Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

## **8.2 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

## **8.3 BUDGET REDUCTIONS**

In the event that the COUNTY's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract including any extensions and the services to be provided by the CONTRACTOR under this Contract shall also be reduced accordingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

#### **8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)**

The CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, the CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, the CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. The CONTRACTOR shall immediately notify the COUNTY in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

Failure of the CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

#### **8.5 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

#### **8.6 CHANGES AND AMENDMENTS**

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.6.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the CCA and the CONTRACTOR's Contract Manager.
- 8.6.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR except as provided in Section 8.6.3 herein below.
- 8.6.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors

under the following conditions:

- 8.6.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
  - 8.6.3.2 The amendment is for a decrease in the Contract costs, of no more than 10% of the total original Contract amount, that are required for the CONTRACTOR to comply with changes in Federal, State, or County requirements.
  - 8.6.3.3 The County Board of Supervisors has appropriated sufficient funds in the DPSS's Budget.
  - 8.6.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract.
  - 8.6.3.5 DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.
- 8.6.4 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPSS Director.

## **8.7 CHILD/ELDER ABUSE/FRAUD REPORTING**

The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.



The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **8.8 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **8.9 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.9.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.9.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.9.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.9.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

## **8.10 COMPLETION OF CONTRACT**

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), the CONTRACTOR shall allow the COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of the CONTRACTOR's current operation without additional costs to the COUNTY. The CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration

of Contract.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

#### **8.11 COMPLIANCE WITH APPLICABLE LAWS**

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

The CONTRACTOR shall maintain all licenses required to perform the Contract.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

## **8.12 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504 of the Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Attachment E, CONTRACTOR's EEO Certification, CONTRACTOR's Nondiscrimination in Services Certification" with their proposal.

In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. The CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment F, and as directed by DPSS. The CONTRACTOR shall sign and return the Resolution Agreement with their proposal.

## **8.13 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.13.1 Jury Service Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitled "CONTRACTOR Employee Jury Service" (Jury Service Program), as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as Attachment K and incorporated by reference into and made a part of this Contract.

### **8.13.2 Written Employee Jury Service Policy**

8.13.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide

that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.13.2.2 For purposes of this subsection, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any SUBCONTRACTOR to perform services for COUNTY under this Contract, the SUBCONTRACTOR shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

8.13.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.13.2.4 CONTRACTOR's violation of this Subsection of the

Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

#### **8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **8.15 CONFIDENTIALITY**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Attachment G, with their proposal. By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

#### **8.16 CONFLICT OF INTEREST**

8.16.1 No COUNTY employee whose position with the COUNTY enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing

evaluation of such work.

8.16.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY.

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Contract.

#### **8.17 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

#### **8.18 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE OR GENERAL RELIEF OPPORTUNITIES FOR WORK PARTICIPANTS FOR EMPLOYMENT**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

#### **8.19 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.19.1 Responsible Contractor**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract.

It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

#### **8.19.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### **8.19.3 Non-responsible Contractor**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.19.4 Contractor Hearing Board**

8.19.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.19.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the

CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.19.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.19.4.4 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 8.19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.19.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the



period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.19.5 Subcontractors of Contractor**

These terms shall also apply to SUBCONTRACTORS of COUNTY CONTRACTORS.

#### **8.20 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its SUBCONTRACTORS, if any, to post this poster in a prominent position in the SUBCONTRACTOR's place of business. The County's Department of Public and Social Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.21 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Attachment M, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers.

A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202).

#### **8.22 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.22.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.22.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.23 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than a semi-annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **8.24 COVENANT AGAINST FEES**

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

## **8.25 CRIMINAL CLEARANCES**

8.25.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or

SUBCONTRACTORS who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

8.25.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or SUBCONTRACTOR who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

8.25.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368(b), 647(a) (b), 647.6, and 667.5(c).

## **8.26 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.26.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.26.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

## **8.27 DISPUTES**

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

## **8.28 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this Contract

to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

8.28.1 CONTRACTOR shall develop all publicity material in a professional manner.

8.28.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and SUBCONTRACTORS shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.28.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

8.28.4 The CONTRACTOR shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

## **8.29 EMPLOYEE SAFETY**

The CONTRACTOR will assure that the CONTRACTOR's employees:

8.29.1 Are covered by an effective Injury and Illness Prevention Program.

8.29.2 Receive all required general and specific training on employee safety.

## **8.30 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.30.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as

they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.30.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.31 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change and Amendments prepared pursuant to Subsection 8.6, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.32 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **8.33 FISCAL ACCOUNTABILITY**

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the County Fiscal Manual, Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

#### **8.34 FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or

controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

#### **8.35 GOVERNING LAW AND VENUE**

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Division.

#### **8.36 GOVERNMENT OBSERVATIONS**

Federal, State, COUNTY and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

#### **8.37 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

#### **8.38 INDEPENDENT CONTRACTOR STATUS**

8.38.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.38.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.38.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.38.4 The CONTRACTOR shall adhere to the provisions stated in Subsection 8.15, CONFIDENTIALITY.

#### **8.39 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

##### **8.39.1 Evidence of Insurance**

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services  
Attn: Maria P. Rodriguez, Director  
Contract Management Division – Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411**

prior to commencing services under this Contract. Such certificates or other evidence shall:

8.39.1.1 Specifically identify this Contract;

8.39.1.2 Clearly evidence all coverage required in this Contract;

- 8.39.1.3 Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 8.39.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 8.39.1.5 Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or require the CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.39.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

#### **8.39.3 Failure to Maintain Coverage**

Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

#### **8.39.4 Notification of Incidents, Claims or Suits**

CONTRACTOR shall report to the COUNTY:

- 8.39.4.1 Any accident or incident relating to services performed



under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

8.39.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

8.39.4.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "County Non-employee Injury Report" to the County Contract Administrator.

8.39.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

#### **8.39.5 Compensation for COUNTY Costs**

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

#### **8.39.6 Insurance Coverage Requirements for Subcontractors**

The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.39.6.1 The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

8.39.6.2 The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage.

8.39.6.3 The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## **8.40 INSURANCE COVERAGE REQUIREMENTS**

### **8.40.1 General Liability**

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

### **8.40.2 Automobile Liability**

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

### **8.40.3 Workers’ Compensation and Employers’ Liability**

Workers’ Compensation and employers’ liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

### **8.40.4 Professional Liability**

Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate.

### **8.40.5 Crime Coverage**

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred

to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$50,000
Theft, Disappearance and Destruction:	\$50,000
Burglary and Robbery:	\$50,000

#### **8.40.6 Property Damage**

In the event the CONTRACTOR rents, leases or is loaned any COUNTY-owned real or personal property, the CONTRACTOR shall insure such property in the manners and amounts as follows:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property. Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of COUNTY-owned or leased property.

#### **8.41 LIMITATION OF COUNTY’S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

8.41.1 The COUNTY’S obligation is payable only and solely from funds appropriated for the purpose of this Contract.

8.41.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the COUNTY’S Board of Supervisors.

8.41.3 The COUNTY shall immediately notify the CONTRACTOR in writing of such non-appropriation at the earliest possible date.

8.41.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of the COUNTY, Subsection 8.67 shall apply.

#### **8.42 LIQUIDATED DAMAGES**

8.42.1 If, in the judgment of the DPSS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from

payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

8.42.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in ATTACHMENT A, STATEMENT OF WORK, Section 6.0, Technical Exhibits, Attachment I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.42.3 The action noted in Sub-section 8.42.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.42.4 This Subsection shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 8.42.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **8.43 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

8.43.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.43.2 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- (a) Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- (b) In addition to the amount described in the first paragraph of this subsection above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- (c) Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

#### **8.44 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the

COUNTY.

**8.45 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.45.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.45.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.45.3 The CONTRACTOR certifies and agrees that it shall deal with its SUBCONTRACTORS, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 8.45.4 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.45.5 The CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Subsection 8.45 when so requested by the COUNTY.
- 8.45.6 If the COUNTY finds that any provisions of this Subsection 8.45 have been violated, such violation shall constitute a material breach of Contract upon which the COUNTY may terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.45.7 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to a sum of five hundred dollars (\$500.00) for each such violation pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of terminating or suspending this Contract.

8.45.8 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment E – CONTRACTOR's EEO Certification.

#### **8.46 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.47 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.48 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the CCA and/or County's Contract Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the CCA or County's Contract Director is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

#### **8.49 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Attachment I.

#### **8.50 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment J of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.51 NOTICES**

The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.51 when so requested by the COUNTY.

##### **8.51.1 Notice of Meetings**

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

##### **8.51.2 Delivery of Notices**

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

##### **8.51.3 Notices to the CONTRACTOR**

Any such notice and the envelope containing same notice shall be addressed to the CONTRACTOR at its place of business.

##### **8.51.4 Notices to the COUNTY**

Notices and envelopes containing same notice to the COUNTY shall be addressed to:



**Department of Public Social Services  
Attn: Maria P. Rodriguez, Director  
Contract Management Division - Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411**

#### **8.51.5 Changes of Address**

Either party can designate a new address by giving written notice to the other party.

#### **8.51.6 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

### **8.52 OWNERSHIP OF DATA/EQUIPMENT**

8.52.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.52.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

### **8.53 PERFORMANCE REQUIREMENTS**

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 6.1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 8.68, TERMINATION FOR DEFAULT OF THE CONTRACTOR. This Section 8.53 shall not in any manner restrict or limit COUNTY'S right to terminate this Contract for convenience per Section 8.67.

### **8.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither

party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.55 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.55, shall survive the expiration or other termination of this Contract.

8.55.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

8.55.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

## **8.56 PROVIDER COMPLIANCE**

8.56.1 Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (Title 24, California Administrative Code).

8.56.2 Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.56.3 Contracts in excess of \$10,000, requiring compliance with Executive

Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR Part 60).

## **8.57 PUBLIC RECORDS ACT**

8.57.1 Any documents submitted by the CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books and accounting records pursuant to Subsection 8.60, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.57.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.58 PUBLICITY**

8.58.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Contract Director. The COUNTY shall not unreasonably withhold written consent.

8.58.2 The CONTRACTOR may, without the prior written consent of

COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that, the requirements of this Subsection 8.58 shall apply.

## **8.59 RECORDS**

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.60, RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT, herein below.

## **8.60 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, or any Federal or State representatives shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract at no cost to the COUNTY. County reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.60.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.60.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Subsection 8.60 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.60.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.60.4 Other required documents to be retained include, but not limited to:

8.60.4.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.60.4.2 Confidentiality Agreement: "CONTRACTOR Employee Acknowledgment & Confidentiality Agreement."

8.60.4.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

8.60.4.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

8.60.5 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

8.60.5.1 All such material shall be maintained by the

CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

8.60.5.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 8.60 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

#### **8.61 RECYCLED BOND PAPER**

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

#### **8.62 REMOVAL OF PERSONNEL**

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge personnel. However, any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

#### **8.63 RULES AND REGULATIONS**

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

In the event that the COUNTY determines that an employee of the CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify the CONTRACTOR and the CONTRACTOR shall undertake such remedial or disciplinary measures as the CONTRACTOR determines appropriate. If the problem is not thereby corrected, then the CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on the COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon

removal of any employee, the CONTRACTOR shall immediately replace the employee and continue services hereunder.

#### **8.64 SHRED DOCUMENTS**

The CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare. & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when the CONTRACTOR disposes of these documents/papers. All documents/ papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-section 8.64 of this Contract are to be maintained for a period of five (5) years.

#### **8.65 SUBCONTRACTING**

- 8.65.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY except for current consultants and trainers with existing contracts with LACOE prior to July 1, 2007. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract. COUNTY must provide a written response within thirty (30) calendar days for new SUBCONTRACTORS. If no response is received from COUNTY within thirty (30) calendar days, CONTRACTOR may subcontract without written approval.
- 8.65.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
  - (a) A description of the work to be performed by the Subcontractor;
  - (b) A draft copy of the proposed subcontract; and
  - (c) Other pertinent information and/or certifications requested by the COUNTY.
- 8.65.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every SUBCONTRACTOR in the same manner and to the same degree as if such SUBCONTRACTOR(s) were CONTRACTOR employees.
- 8.65.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding

the COUNTY's approval of the CONTRACTOR's proposed subcontract.

- 8.65.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including SUBCONTRACTOR employees, providing services under this Contract. The CONTRACTOR is responsible to notify its SUBCONTRACTORS of this COUNTY right.
- 8.65.6 The CCA is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and SUBCONTRACTOR employees.
- 8.65.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all SUBCONTRACTORS and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.65.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the SUBCONTRACTOR maintains all the programs of insurance required by the COUNTY from each approved SUBCONTRACTOR.

The CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any SUBCONTRACTOR employee may perform any work hereunder.

**Department of Public Social Services  
Attn: Maria P. Rodriguez, Director  
Contract Management Division - Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411**

- 8.65.9 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a Subcontract under the terms of a prime Contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 8.65.10 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.
- 8.65.11 CONTRACTOR shall ensure any and all SUBCONTRACTORS performing services under this Contract meet the insurance



requirements of this Contract by either:

- (a) CONTRACTOR providing evidence of insurance covering the activities of SUBCONTRACTORS, or
- (b) CONTRACTOR providing evidence submitted by SUBCONTRACTORS evidencing that SUBCONTRACTORS maintain the required insurance coverage. COUNTY retains the right to adjust the types and limits of insurance required to be carried by individual SUBCONTRACTORS, when and as COUNTY deems appropriate, and to obtain copies of evidence of SUBCONTRACTOR insurance coverage at any time.

#### **8.66 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Subsection 8.22, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall constitute a default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Paragraph 8.68, TERMINATION FOR DEFAULT OF THE CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

#### **8.67 TERMINATION FOR CONVENIENCE OF THE COUNTY**

8.67.1 This Contract may be terminated in whole or in part by the COUNTY, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.67.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.

8.67.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

8.67.3.1 Immediately stop services under this Contract on the date

and to the extent specified in the Notice of Termination.

8.67.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.67.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

8.67.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

8.67.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Subsection 8.60, RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT.

## **8.68 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

8.68.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of the DPSS Director:

- (a) CONTRACTOR has materially breached this Contract; or
- (b) CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- (c) CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.68.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Subsection 8.68.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.
- 8.68.3 Except with respect to defaults of any SUBCONTRACTOR, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 8.68.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a SUBCONTRACTOR, and if such default arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Subsection 8.68.3, the terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(s) at any tier.
- 8.68.4 If, after the COUNTY has given notice of termination under the provisions of this Subsection 8.68, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Subsection 8.68, or that the default was excusable under the provisions of Subsection 8.68.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.67, TERMINATION FOR CONVENIENCE OF THE COUNTY.
- 8.68.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 8.68.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its

sole option and in lieu of the provisions of Subsection 8.68.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise. These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 8.37, INDEMNIFICATION.

8.68.6 The rights and remedies of the COUNTY provided in this Subsection 8.68 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.69 TERMINATION FOR IMPROPER CONSIDERATION**

8.69.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.69.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

8.69.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.70 TERMINATION FOR INSOLVENCY**

8.70.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.70.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code; or

8.70.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code; or

8.70.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

8.70.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.70.2 The rights and remedies of the COUNTY provided in this Subsection 8.70 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.71 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

#### **8.72 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.73 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

#### **8.74 VALIDITY**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

#### **8.75 VERBAL DISCUSSIONS**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

#### **8.76 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.76 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.77 WARRANTY AGAINST CONTINGENT FEES**

8.77.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.77.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY OFFICE OF  
EDUCATION (LACOE) FOR CHILD CARE TRAINING INSTITUTE**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Chair and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer(s), on this 19th day of June, 2007. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

LOS ANGELES COUNTY OFFICE  
OF EDUCATION  
CONTRACTOR

By 

Ferris Trimble  
Name

Director, Business Operations  
Title

95-6000942  
Tax Identification Number

COUNTY OF LOS ANGELES

By 

Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors



By 

Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY 

David Beaudet, Deputy County Counsel

ATTEST:

Sachi A. Hamai,  
Executive Officer - Clerk  
of the Board of Supervisors

By 

Deputy

76188

## **ATTACHMENT A**

### **STATEMENT OF WORK**



## STATEMENT OF WORK

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## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to

become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

### **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **STATEMENT OF WORK**

### **1.0 GENERAL**

#### **1.1 Scope of Work**

Except for those items listed in Section 3.0, COUNTY FURNISHED ITEMS, hereunder, the CONTRACTOR shall provide all personnel, materials, general supervision and other items or services necessary to perform the required services for the purpose of operating the Child Care Training Institute, which will provide fingerprinting, skill and quality enhancing workshops and technical assistance to potential/existing child care providers in Los Angeles County. CONTRACTOR must perform to the standards in Section 6.0, TECHNICAL EXHIBITS, Subsection 6.1 - PERFORMANCE REQUIREMENTS SUMMARY, hereunder.

#### **1.2 Key COUNTY Personnel**

##### **1.2.1 County Contract Administrator:**

COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract.
- 1.2.1.2 Provide direction to the CONTRACTOR in areas relating to COUNTY policy, information and procedural requirements.
- 1.2.1.3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to this Contract, Section 8.0, TERMS AND CONDITIONS, Subsection 8.6, CHANGES AND AMENDMENTS, herein above.
- 1.2.1.4 Not be authorized to make any changes in Section 8.0, TERMS AND CONDITIONS of the Contract and shall not be authorized to obligate the COUNTY in any way whatsoever.

#### **1.3 Key CONTRACTOR Personnel**

##### **1.3.1 Contract Manager/Contract Supervisor**

CONTRACTOR shall provide a Contract Supervisor and Contract Manager who will act as liaisons with DPSS and be responsible for the overall management and coordination of this Contract. Contract Supervisor will be responsible for the design and administration of the

project which may include designing the organization unit, employee staffing decisions, training consultant qualification, budget preparation and administration, development of policy guidelines and the establishment of procedures to implement and facilitate processes and activities as set forth in Attachment A, STATEMENT OF WORK. Contract Supervisor and Contract Manager shall be identified, in writing, prior to Contract award and at anytime thereafter a change of Contract Supervisor or Contract Manager is made. Contract Supervisor and Contract Manager must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Supervisor or Contract Manager shall:

- 1.3.1.1 Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.2 Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.
- 1.3.1.3 Be able to read, write, speak and understand English.

#### 1.3.2 Clerical Assistance

CONTRACTOR agrees to provide two Office Assistants and a Secretary for this project to process the requests for the start-up packages, and assist in maintaining records and preparing reports.

### **1.4 CONTRACTOR's Quality Control Plan**

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of this Contract. The Plan, which subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. The plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Contract have the necessary qualifications.
- 1.4.2 Method and frequency of monitoring to ensure the Contract requirements are being met.
- 1.4.3 Method for monitoring and evaluating work performed by any and all subcontractors.
- 1.4.4 Method for identifying and preventing deficiencies in the quality of

service before the level of performance becomes unacceptable.

1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request.

1.4.6 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or SUBCONTRACTOR's employees.

## **1.5 COUNTY's Quality Assurance Plan**

1.5.1 COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. The CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in the Contract (refer to Attachment I of Section 6.0, TECHNICAL EXHIBITS, Subsection 6.1 - PERFORMANCE REQUIREMENTS SUMMARY, hereunder).

1.5.2 DPSS shall monitor the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract.

1.5.3 Performance evaluation meetings shall be held jointly by DPSS and the Contract Supervisor as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (refer to Attachment II of Section 6.0, , TECHNICAL EXHIBITS, Subsection 6.1 - PERFORMANCE REQUIREMENTS SUMMARY, hereunder), is issued and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

### **1.5.4 Contract Discrepancy Reports**

1.5.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or Contract Supervisor as soon as possible, whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager or Contract Supervisor within a time period mutually agreed

upon by the COUNTY and the CONTRACTOR.

- 1.5.4.2 CCA will determine whether a formal Contract Discrepancy Report shall be issued (refer to Attachment II of Section 6.0, TECHNICAL EXHIBITS, Subsection 6.1 - PERFORMANCE REQUIREMENTS SUMMARY, hereunder). Upon receipt of this document, the CONTRACTOR is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

## **1.6 Government Observations**

Federal, State and/or COUNTY personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR's performance.

## **1.7 Hours of Operation/Holidays**

CONTRACTOR shall be available to provide services Monday through Friday, to respond to COUNTY inquiries between 8:00 a.m. and 5:00 p.m. Pacific Standard Time or alternate hours if required by the COUNTY. CONTRACTOR is not required to provide services on COUNTY recognized holidays, or CONTRACTOR's holidays as approved by Director. The CCA will provide a list of COUNTY holidays and Contract Supervisor will provide list of CONTRACTOR holidays at the time the Contract is approved, and at the beginning of each year during the term of this Contract.

## **2.0 DEFINITIONS**

### **2.1 Acceptable Quality Level (AQL)**

A measure to express the allowable leeway or variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 Performance Requirements Summary (PRS)**

The document furnished by the COUNTY (refer to Attachment I of Section 6.0, TECHNICAL EXHIBITS, Subsection 6.1 - PERFORMANCE



REQUIREMENTS SUMMARY, hereunder) which identifies and summarizes elements of this Contract that the COUNTY will be evaluating to assure that Contract performance standards are met by the CONTRACTOR.

### **2.3 Quality Assurance Monitoring Plan (QAMP)**

The plan developed by COUNTY, specifically for this Contract, to monitor compliance with the Contract. The plan is described in Subsection 6.1 - PERFORMANCE REQUIREMENTS SUMMARY, hereunder.

### **2.4 Monthly Management Report (MMR)**

The report that CONTRACTOR shall provide COUNTY monthly to apprise COUNTY of implementation progress, program accomplishments, and statistical data.

### **2.5 Scope of Work**

General terms and conditions included under the Contract (i.e., the CONTRACTOR shall provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

### **2.6 Standard**

A minimum requirement set by the COUNTY for the CONTRACTOR to perform a service or activity.

## **3.0 COUNTY FURNISHED ITEMS**

### **3.1 Materials**

COUNTY shall supply:

3.1.1 A list of COUNTY observed holidays.

## **4.0 CONTRACTOR FURNISHED ITEMS**

### **4.1 Complaint Resolution Procedures**

4.1.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY prior to Contract implementation.

4.1.2 CONTRACTOR shall notify the CCA, in writing, within five (5) workdays, of receiving a complaint and submit all complaints that occurred and what steps CONTRACTOR took to resolve each complaint, in the MMR.

## **4.2 Materials**

CONTRACTOR shall post in the CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012  
Telephone: (213) 894-1000

## **4.3 Personnel**

CONTRACTOR will provide all professional and clerical personnel necessary to complete the required tasks.

## **5.0 SPECIFIC TASKS**

**5.1** CONTRACTOR shall provide consultant trainers to operate the Child Care Training Institute (CCTI) for the purpose of enhancing the County's availability of quality child care in areas where there is a high concentration of families receiving CalWORKs by maximizing the supply and quality of child care services available to families by training current and new providers. CONTRACTOR shall offer quality building workshops to existing child care providers in order to improve the physical and professional environment that children are placed in as their parents enter into the workforce.

CONTRACTOR shall, in providing services to license-exempt child care providers, improve the quality of care given. CONTRACTOR shall enable new child care providers to commence services through the one-time-only Start-Up Incentive Packages. CONTRACTOR shall provide in the MMR, two Workshop Evaluation forms in each language, as available/as appropriate completed by child care providers, recording provider zip code, provider license status, and specific quality enhancing skills that were acquired or improved by attending the workshop.

CONTRACTOR shall provide an evaluation for FY 2007-08 employing a different research design than those used in previous evaluations. Instead of retrospective or prospective surveys, CONTRACTOR shall use a pre- and post-test design with follow-ups to measure change in knowledge gained and applied from attending CCTI workshops on quality child care.

The sample for the evaluation shall include five workshop cohorts of attendees. These cohorts shall represent two English workshops, two Spanish workshops, and one Chinese workshop. The estimated number of

workshop attendees for these five cohorts is 250.

CONTRACTOR shall use a questionnaire developed to measure change in knowledge gained and applied to child care. This questionnaire shall be administered before and after the workshop. Another questionnaire that builds upon this initial questionnaire shall be developed for follow-up administration three months and six months after workshop completion. The workshop attendees shall be tracked in a database to ensure that the questionnaires are matched over time. The initial questionnaire shall be administered in person. The follow-up questionnaire shall be mailed. Both questionnaires shall include a number of other relevant questions about the child care provider and children they care for. The questionnaires shall measure change, if any, in the capacity of workshop attendees to provide child care.

## **5.2 Fingerprinting Services**

5.2.1 CONTRACTOR shall provide one hundred potential family child care providers, either first time or existing license-exempt providers in the process of becoming licensed, per year with fingerprinting services, at no cost to the providers, for the purpose of becoming licensed. Successful completion of this task is not a prerequisite for successful completion of the Institute Workshops.

5.2.2 CONTRACTOR shall provide in the MMR, the total number of potential family child care providers fingerprinted for the reported month.

## **5.3 Health Aid Items**

5.3.1 CONTRACTOR shall provide technical assistance in the application of or utilization of various Health Aid Items to any licensed child care providers, upon request of provider, in the following Health aid items and/or training:

- 5.3.1.1 Fire Extinguishers
- 5.3.1.2 Smoke/Fire Alarms
- 5.3.1.3 Electrical Outlet Covers
- 5.3.1.4 Child Safety Gates
- 5.3.1.5 CPR/First Aid Training

NOTE: Fire extinguisher and smoke detector devices must meet standards established by the State Fire Marshall.

5.3.2 CONTRACTOR shall provide in the MMR, the total number of health aid items, as well as an itemized breakdown, given to providers for the reported month.

#### **5.4 Child Care Training Institute Workshops**

- 5.4.1 CONTRACTOR shall provide a minimum of fifty (50) skill-enhancing Child Care Training Workshops per year to potential and existing licensed and license-exempt child care providers for the purpose of enhancing the quality of services offered and providing technical assistance.
- 5.4.2 CONTRACTOR shall provide workshops developed from a list of general workshop curriculum categories. Refer to Attachment O.
- 5.4.3 CONTRACTOR shall provide in the MMR, a list of the workshops conducted, location, number of participants initially signed up, and the number of participants who completed the workshop.
- 5.4.4 CONTRACTOR shall provide, on a monthly basis, a list of new workshops that have been added to the existing curriculum for the reported month.
- 5.4.5 CONTRACTOR shall provide, on an annual basis, American Red Cross, CPR/First Aid training for 30 teachers from the DPSS Crossroads, El Monte Annex and El Monte Telstar Child Care Centers.
- 5.4.6 CONTRACTOR shall utilize and provide in the MMR the outcomes of, a pre- and post-test to measure improvement in knowledge and skills gained from the CCTI workshops. CONTRACTOR shall follow-up on the attendees using the sample size stated in Section 5.0 SPECIFIC TASKS, subsection 5.1 after six month from the workshop attendance date, to measure the effectiveness of the workshops.
- 5.4.7 CONTRACTOR shall develop questionnaires, using the sample size stated in Section 5.0 SPECIFIC TASKS, subsection 5.1, to capture the number and age of children, and measure the increase in number of children served by providers who attended the workshops, then provide the outcomes in the MMR.

#### **5.5 Start-Up Incentive Packages**

- 5.5.1 CONTRACTOR shall provide one-time only Start-Up Incentive Packages to CCTI participants who are licensed or licensed-exempt providers that have successfully completed at least three workshops and who have been determined to be income eligible per the parameters created by the Child Care Training Institute Project Steering Committee. Please refer to Attachment III for the income eligibility chart. Packages will include educational and child care supplies worth up to \$270.00 for licensed providers and \$125.00 for license-exempt providers. Refer to Attachment P for an itemized list.

This list may only be updated with the COUNTY's approval, to reflect the current needs. CONTRACTOR shall provide a one-time only \$100.00 incentive to existing child care providers who have been operating in the field for at least three years and who have completed at least two workshops per year for the past three years.

- 5.5.2 CONTRACTOR shall ensure that all providers complete and sign an income affidavit. CONTRACTOR shall use this affidavit to determine if provider is eligible or ineligible to receive an incentive package based on the total family income the provider indicates on the affidavit, CONTRACTOR will annotate on affidavit if provider is eligible or ineligible to receive an incentive package and maintain affidavit in a secure place.
- 5.5.3 CONTRACTOR shall provide in the MMR, the total number of Start-Up Incentive Packages given to licensed and license-exempt providers to include the total dollar value of each package distributed per month and a copy of the income affidavit.
- 5.5.4 CONTRACTOR shall provide in the MMR, the total number of providers, from the sample size stated in Section 5.0 SPECIFIC TASKS, subsection 5.1, providing care after receiving Start-Up Packages.

## **5.6 Reporting Tasks**

- 5.6.1 CONTRACTOR shall provide COUNTY with progress, status, and accomplishment reports monthly as indicated:
  - 5.6.1.1 Number of license-exempt providers in receipt of incentive packages – monthly/yearly.
  - 5.6.1.2 Number of licensed providers in receipt of incentive packages – monthly/yearly.
  - 5.6.1.3 Number of children served by providers who attended the workshops – monthly/yearly.
  - 5.6.1.4 Number of Participants providing care after receiving Start-Up Packages – monthly/yearly.
  - 5.6.1.5 Number of Health Aid Items distributed – monthly.
  - 5.6.1.6 Number of participants completed CPR/First Aid Training – monthly.
  - 5.6.1.7 Number of potential family child care providers fingerprinted – monthly.
  - 5.6.1.8 List of the workshops conducted, location, number of participants initially signed up, and the number of participants who completed the workshops – monthly.
  - 5.6.1.9 List of new workshops added to the curriculum – monthly.
  - 5.6.1.10 Workshop Evaluation forms – monthly.

- 5.6.1.11 Pre- and Post-tests results – monthly.
- 5.6.1.12 Follow-up survey results – bi-annually.

Note: Monthly reports shall be submitted with CONTRACTOR's invoice, no later than fifteen (15) calendar days after the end of each month. Yearly reports shall be submitted no later than sixty (60) calendar days after the term of the Contract.

5.6.2 CONTRACTOR shall provide COUNTY with a final report, no later than sixty (60) days after the term of the Contract, to include but not limited to:

- 5.6.2.1 Total number of participants who received Start-Up Packages, listed by participant zip code.
- 5.6.2.2 Number of workshops conducted for Start-Up Packages.
- 5.6.2.3 Benefits/Satisfaction of receiving Start-Up Packages.
- 5.6.2.4 Participants providing care after receiving Start-Up Packages.
- 5.6.2.5 Total number and age of children served through participating providers.

5.6.3 CONTRACTOR shall prepare and issue Monthly Management Reports (MMRs) as stated on Subsection 6.2 – MONTHLY MANAGEMENT REPORT, hereunder. The MMR format shall be developed by CONTRACTOR and agreed to by COUNTY upon the beginning of the Contract. The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice by the fifteenth (15<sup>th</sup>) calendar day of each succeeding month.

## **6.0 TECHNICAL EXHIBITS**

## **6.1 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

### **6.1.1 Introduction**

This technical exhibit lists the required services which will be monitored by COUNTY during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, COUNTY's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PERFORMANCE REQUIREMENTS SUMMARY (PRS) are intended to be completely consistent with the main body of this Contract and Statement of Work (refer to Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Contract and Statement of Work. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of Child Care Start-Up Assistance Project is of vital importance to the mission of DPSS, COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

### **6.1.2 Performance Requirements Summary Chart**

The Performance Requirements Summary (PRS) Chart is at the end of Subsection 6.0, PERFORMANCE REQUIREMENTS SUMMARY, as Attachment I, and:

- 6.1.2.1 Provides the Section or Paragraph where referenced (Column 1 of chart.)
- 6.1.2.2 Defines the Standard of performance for each required service (Column 2 of chart).
- 6.1.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 3 of chart).
- 6.1.2.4 Shows the method of monitoring that will be used by CCA (Column 4 of chart).
- 6.1.2.5 Indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed Contract requirement



(Column 5 of chart). These indicators may serve as a baseline for assessing liquidated damages.

### **6.1.3 Quality Assurance**

Each quarter, the CONTRACTOR's performance will be compared to this Contract's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may be used are:

6.1.3.1 Random sampling

6.1.3.2 100% inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance;

6.1.3.3 Review of reports and files maintained by CONTRACTOR;

6.1.3.4 On-site evaluations and monitoring;

6.1.3.5 Investigation of complaints.

### **6.1.4 Contract Discrepancy Report (CDR)**

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring procedures do not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR shall be required to respond within five (5) business days, to a Contract Discrepancy Report (CDR). The CDR will require CONTRACTOR to explain, in writing, the reasons for such unacceptable level, and how recurrence of the problem will be prevented. CCA will evaluate CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is at the end of Subsection 6.0, PERFORMANCE REQUIREMENTS SUMMARY, as Attachment II.

### **6.1.5 Criteria for Acceptable or Unacceptable Performance**

6.1.5.1 Determination of the Number of Defects that Renders a Service Unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR's performance for the whole group. The random sampling plan includes the following information:

6.1.5.1.1 Acceptable Quality Level (AQL) - The maximum percent of

defects that can be accepted and still meets this Contract's Standard for satisfactory performance;

6.1.5.1.2 Lot Size - The total number of units or services to be provided monthly;

6.1.5.1.3 Sample Size - The number of units or services to be checked for a given time period; and

6.1.5.1.4 Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by how often CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 10 points per incident are to be assessed, the following formula is used:

6.1.5.3.1  $12 \text{ discrepancies per } 100 \text{ (sample size)} = 12 \%$

6.1.5.3.2  $12\% - 10\% = 2\% \text{ over the AQL}$

6.1.5.3.3  $12\% \times 1,000 \text{ (lot size)} = 120 \text{ (\# of unacceptable discrepancies)}$

6.1.5.3.4  $120 \times 10 \text{ (UPI points)} = 1,200$

6.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

## **6.1.6 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPI), CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

## **6.1.7 Unsatisfactory Performance Remedies**

When CONTRACTOR's performance does not conform to the requirements of this Contract, COUNTY will have the option to apply the following nonperformance remedies:

- 6.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.1.7.2 Assess deductions in the amount of \$10.00 per point for each unsatisfactory performance indicator (UPI) point exceeding 300 points during the one year term of the Contract term.
- 6.1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or should the total UPI points exceed 400 points in one year term of the Contract.
- 6.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

This section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 8.0, TERMS AND CONDITIONS, Subsection 8.67, TERMINATION FOR CONVENIENCE OF THE COUNTY, of this Contract, herein above.

## PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION	METHOD OF MONITORING	QUARTERLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 5.0, Specific Tasks, 5.5.1	Provide incentive packages which include child care supplies and educational materials worth up to \$270 for income eligible licensed providers and \$125 for income eligible licensed-exempt providers upon completion of three training sessions, one of which should be Building Quality Child Care.	0.0 %	Random Sampling/ Review of Start-Up Incentive Package Logs	10 points per each incident of Start-Up packages provided to child care providers who have not fulfilled training requirements.
Statement Of Work, Section 5.0, Specific Tasks, 5.3.1	Provide Health Aid items and training to licensed and license-exempt child care providers in the form of CPR and First Aid Training, Fire Extinguishers, Smoke/Fire Alarms, Electrical Outlet Covers, Fire screens, and/or Child Safety Gates.	0.0 %	Provider Complaints, Provider Surveys	10 points per validated complaint
Statement of Work, Section 5.0, Specific Tasks, 5.2.1	Provide fingerprinting services to 100 potential family child care providers per year for the purpose of becoming licensed.	0.0 %	100% Inspection	5 points per validated complaint
Statement of Work, Section 5.0, Specific Tasks, 5.4	Provide a minimum of 50 skill-enhancing Child Care Training Workshops/year to potential and existing licensed and licensed exempt child care providers; 30 CPR/First Aid trainings per year; pre- and post-tests with results per workshop; number of participants providing child care after receiving Start-Up Packages; and number of increased children served per month.	0.0%	100% Inspection/Monthly Management Report	10 points per each workshop under minimum not held.
Contract , Section 5.0-Contract Amount, Subsection 10	Provide actual cost monthly invoices due fifteen (15) calendar days after the end of each month.	5 business days	100% Inspection	5 points per day late
Statement of Work, Section 5.0, Specific Tasks, 5.6.1	Provide progress, status and accomplishment reports either monthly, bi-annually, and yearly as indicated on 5.6.1	5 business days	100% Inspection	5 points per day late
Statement of Work, Section 5.0, Specific Tasks, 5.6.2	Provide final report sixty days after the end of the Contract	5 business days	100% Inspection	5 points per day late
Statement of Work, Section 5.0, Specific Tasks, 5.6.3,	Provide Monthly Management Reports (MMR) fifteen days after the end of each month.	5 business days	100% Inspection	5 points per day late

**CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES:       Prepared \_\_\_\_\_  
                  Returned by Contractor \_\_\_\_\_  
                  Action Completed \_\_\_\_\_

DISCREPANCY OR PROBLEMS:

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\_\_\_\_\_  
Signature of QAE/CCA

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

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\_\_\_\_\_  
Signature of Contract Manager

\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

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COUNTY ACTIONS:

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Contractor Notified of Action:

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Contract Manager

**Family Income Eligibility Chart  
To Determine Provider Qualification  
For Start-Up/Incentive Package**

Family Size	Monthly Family Income
1-2	\$3,386
3	\$3,628
4	\$4,031
5	\$4,676
6	\$5,321
7	\$5,442
8	\$5,563
9	\$5,684
10	\$5,805
11	\$5,926
12	\$6,047

## **6.2 MONTHLY MANAGEMENT REPORT (MMR)**

### **(PER STATEMENT OF WORK, SUBSECTION 5.6.3)**

- 6.2.1 CONTRACTOR will develop a Monthly Management Report (MMR) format, to be agreed to by COUNTY, within ten (10) business days of Contract approval, which, at a minimum, will include but not limited to the following information. It will be submitted with CONTRACTOR's invoice, fifteen (15) days after the end of each month.
- 6.2.1.1 Monthly Invoice for CONTRACTOR's payment for the reporting month.
  - 6.2.1.2 Number of \$270 incentive start-up packages given to licensed providers and the total dollar value, for each month.
  - 6.2.1.3 Number of \$125 incentive start-up packages given to license-exempt providers and the total dollar value, for each month.
  - 6.2.1.4 Number of participants providing care after receiving the Start-Up Packages.
  - 6.2.1.5 Number of fire extinguishers, smoke/fire alarms, electrical outlet covers, fireplace screens, child safety gates, CPR/First Aid training given to providers during the reporting month.
  - 6.2.1.6 Number of participants who have been fingerprinted at a cost of \$55.
  - 6.2.1.7 Number and age of children served by participants who attended the workshops.
  - 6.2.1.8 Number of increased children served by providers after attending the workshops.
  - 6.2.1.9 Workshop Evaluation forms.
  - 6.2.1.10 Pre- and Post-test results.
  - 6.2.1.11 Any activity/event CONTRACTOR has in progress or has completed, such as but not limited to, any type of advertisement and/or broadcasting.
  - 6.2.1.12 Any complaints that occurred during the month and what steps CONTRACTOR took to resolve each complaint.
  - 6.2.1.13 List of all workshops provided.

**ATTACHMENT B**

**LOS ANGELES COUNTY OFFICE OF EDUCATION  
CONTRACT BUDGET**



# CONTRACT BUDGET

PROJECT NAME: CHILD CARE TRAINING INSTITUTE

CONTRACTOR: DPSS

CONTACT PERSON: Jan Isenberg

CONTRACT PERIOD: July 2007 - June 2008

TELEPHONE NUMBER: (562) 922-8913

## ADMINISTRATIVE COSTS:

### DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

**Total Cost**

#### Case Management/Administrative Staff:

Salaries	\$ 208,228.00
Fringe Benefits	\$ 64,328.00
<b>Personnel Subtotal</b>	<b>\$ 272,556.00</b>

### OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Mileage (rate per mile x estimated mileage)	\$ 375.00	\$ 4,500.00
Printing	1,145.83	13,750.00
Provider Training Materials/Supplies	4,209.58	50,515.00
Rent	1,875.00	22,500.00
Telephones	275.00	3,300.00
Other (must be itemized) - Postage/Workshop	416.67	5,000.00
- Other	875.25	10,503.00
<b>Operating Costs - Subtotal</b>	<b>\$ 9,172.33</b>	<b>\$ 110,068.00</b>

### INDIRECT COSTS (List all appropriate)

<b>Indirect Cost - Subtotal</b>	<b>3,402.17</b>	<b>\$ 40,826.00</b>
<b>Total Administrative Cost</b>		<b>\$ 423,450.00</b>

## DIRECT SERVICES COSTS:

### DIRECT SERVICES

Type of Service caseload multiplied by cost per case	\$ 126,550.00
<b>Grand Total Contract Cost</b>	<b>\$ 550,000.00</b>

## Footnotes:

(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

# PERSONNEL SCHEDULE

CONTRACTOR: DPSS CONTRACT PERIOD: July 2007- June 2008 CONTACT PERSON: Jan Isenberg TELEPHONE NUMBER: (562) 922-8913

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Jan Isenberg (COLA for 2007-2008)	Assistant Director	1	\$ 9,742.00	75%	\$ 7,307.00	\$ 87,684.00	1	\$ 87,684.00
	Assistant Director	1	292.00	75%	219.00	2,628.00	1	2,628.00
Deborah Greenwade	Certificated Consultants-Ltd term	1	325.00	100%	325.00	3,250.00	1	3,250.00
Isabel Degadillo	Certificated Consultants-Ltd term	1	325.00	100%	325.00	3,250.00	1	3,250.00
Maria Lizardo	Certificated Consultants-Ltd term	1	325.00	100%	325.00	3,250.00	1	3,250.00
Mila Samson	Budget Technician	1	-	0.0%	-	6,850.00	1	6,850.00
Lila Sanchez (COLA for 2007-2008)	Secretary	1	4,304.00	100%	4,304.00	51,648.00	1	51,648.00
	Secretary	1	129.00	100%	129.00	1,548.00	1	1,548.00
Vacant (COLA for 2007-2008)	Clerk	1	2,718.00	60%	1,631.00	19,572.00	1	19,572.00
	Clerk	1	81.00	60%	49.00	588.00	1	588.00
CCTI Assistant	CCTI Assistant	1	2,330.00		2,330.00	27,960.00	1	27,960.00
<b>Total Salaries:</b>					<b>\$ 16,944.00</b>	<b>\$ 208,228.00</b>		<b>\$ 208,228.00</b>

EMPLOYEE BENEFITS BY CLASSIFICATION							
Assistant Director	Certificated Consultants-Ltd term	Budget Technician	Secretary	Clerk	CCTI Office Assistant	TOTAL	
\$ 7,445.00	\$ -	\$ 934.00	\$ 9,342.00	\$ 5,605.00	\$ -	\$ 23,326.00	
7,451.00	804.00	855.00	6,638.00	2,514.00	-	18,262.00	
45.00	6.00	3.00	27.00	10.00	14.00	105.00	
1,310.00	141.00	524.00	4,069.00	1,541.00	2,139.00	9,724.00	
5,599.00	606.00	425.00	3,298.00	1,249.00	1,734.00	12,911.00	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
21,850.00	1,557.00	2,741.00	23,374.00	10,919.00	3,887.00	64,328.00	
1	1	1	1	1	1	1	
<b>\$ 21,850.00</b>	<b>\$ 1,557.00</b>	<b>\$ 2,741.00</b>	<b>\$ 23,374.00</b>	<b>\$ 10,919.00</b>	<b>\$ 3,887.00</b>	<b>\$ 64,328.00</b>	
<b>Total Fringe Benefits (3):</b>							<b>\$ 64,328.00</b>

Footnotes:  
 (1) Contractors must be in compliance with the County's Living Wage Ordinance.  
 (2) Indicate if California Plan.  
 (3) Fringe Benefits Subtotal per Classification x number of position

# DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

CHILD CARE TRAINING INSTITUTE

CONTRACTOR:

DPSS

CONTACT PERSON:

Jan Isenberg

CONTRACT PERIOD:

July 2007 - June 2008

TELEPHONE NUMBER:

(562) 922-8913

## DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Workshops (see list of classes below), includes mileage (320 miles x 12 mos. X \$0.485)	50	362.00	\$ 18,100.00
2	Legal Issues Workshop	10	950.00	\$ 9,500.00
3	Contracted Consultant	350 hours	30.00	\$ 10,500.00
4	Mailing Services	12 mailings	2,600.00	\$ 31,200.00
5	Contracted Consultants (Translators)	150 hours	50.00	\$ 7,500.00
6	Outside Agency (Fingerprinting) Family Child Care	100	55.00	\$ 5,500.00
7	Outside Agency (American Red Cross)	50	120.00	\$ 6,000.00
8	Contracted Consultant (Evaluation)			\$ 35,000.00
9	Contracted Consultant (Technical Assistance)			\$ 3,250.00
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
Total Direct Services Cost				\$ 126,550.00

## Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

### Sample Workshops:

1. Health/Safety Working with Parents Workshop
2. Activities/Sensitive Care Giving Workshop
3. Legal Issues Workshop
4. Marketing & Business Workshop
5. Working with Special Needs Children Workshop
6. Discipline with Love Workshop
7. Everything You Want to Know About Family Child Care
8. Building Literacy in Young Children
9. Math and Science Workshop
10. Partnership with Parents

## EMPLOYEE BENEFITS

**CONTRACTOR** DPSS **CONTRACT PERIOD:** July 2007 - June 2008

**Position Classification** Assistant Director-Jan Isenberg

### **Medical Insurance/Health Plan (1)**

Employer Pays \$ 7,445.00 Employee Pays \$ 7,445.00 Total Premium \$ 14,890.00

Annual Deductible:

Employee \$                     

Family \$                     

Coverage (check all applicable):

<u>          </u> x	Hospital Care : Inpatient	\$ <u>                    </u>	Outpatient	\$ <u>                    </u>
<u>          </u> x	X-Ray & Laboratory			
<u>          </u> x	Surgery			
<u>          </u> x	Office Visits			
<u>          </u> x	Pharmacy			
<u>          </u> x	Maternity			
<u>          </u> x	Mental Health/Chemical Dependency, Inpatient			
<u>          </u> x	Mental Health/Chemical Dependency, Outpatient			

### **Dental Insurance**

Employer Pays \$                      Employee Pays \$                      Total Premium \$                     

### **Life Insurance**

Employer Pays \$                      Employee Pays \$                      Total Premium \$                     

### **Vacation**

Number of Days:           24          , And  
Any Increase After                      Years of Employment, Number of Days or Hours                     

### **Sick Leave**

Number of Days:           12          , Per Year, And  
Any Increase or Accumulation, Number of Days or Hours                     

### **Holidays**

Number of Days:                     , Per Year

### **Retirement**

Employer Pays \$ 7,451.00 Employee Pays \$ 7,451.00 Total \$ 14,902.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

# EMPLOYEE BENEFITS

**CONTRACTOR**

**DPSS**

**CONTRACT PERIOD:**

July 2007 - June 2008

**Position Classification**

Certificated Consultant-Limited Position, Deborah Greenwade

**Medical Insurance/Health Plan (1)**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

Annual Deductible:

Employee \$

Family \$

Coverage (check all applicable):

<input type="checkbox"/>	Hospital Care : Inpatient	\$	Outpatient	\$
<input type="checkbox"/>	X-Ray & Laboratory			
<input type="checkbox"/>	Surgery			
<input type="checkbox"/>	Office Visits			
<input type="checkbox"/>	Pharmacy			
<input type="checkbox"/>	Maternity			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Inpatient			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Outpatient			

**Dental Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

**Life Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

**Vacation**

Number of Days: 0, And  
Any Increase After Years of Employment, Number of Days or Hours

**Sick Leave**

Number of Days: 0, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours

**Holidays**

Number of Days: , Per Year

**Retirement**

Employer Pays \$ 268.00 Employee Pays \$ 268.00 Total \$ 536.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

# EMPLOYEE BENEFITS

**CONTRACTOR**

**DPSS**

**CONTRACT PERIOD:**

July 2007 - June 2008

**Position Classification**

Certificated Consultant-Limited Position, Isabel Delgadillo

## **Medical Insurance/Health Plan (1)**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

Annual Deductible:

Employee \$

Family \$

Coverage (check all applicable):

<input type="checkbox"/>	Hospital Care : Inpatient	\$	<input type="checkbox"/>	Outpatient	\$
<input type="checkbox"/>	X-Ray & Laboratory				
<input type="checkbox"/>	Surgery				
<input type="checkbox"/>	Office Visits				
<input type="checkbox"/>	Pharmacy				
<input type="checkbox"/>	Maternity				
<input type="checkbox"/>	Mental Health/Chemical Dependency, Inpatient				
<input type="checkbox"/>	Mental Health/Chemical Dependency, Outpatient				

## **Dental Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

## **Life Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

## **Vacation**

Number of Days: 0, And  
Any Increase After Years of Employment, Number of Days or Hours

## **Sick Leave**

Number of Days: 0, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours

## **Holidays**

Number of Days: , Per Year

## **Retirement**

Employer Pays \$ 268.00 Employee Pays \$ 268.00 Total \$ 536.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

# EMPLOYEE BENEFITS

**CONTRACTOR** DPSS **CONTRACT PERIOD:** July 2007 - June 2008

**Position Classification** Certificated Consultant-Limited Position, Maria Lizardo

## **Medical Insurance/Health Plan (1)**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

Annual Deductible:

Employee \$ -

Family \$ -

Coverage (check all applicable):

<input type="checkbox"/>	Hospital Care : Inpatient	\$ <u>-</u>	Outpatient	\$ <u>-</u>
<input type="checkbox"/>	X-Ray & Laboratory			
<input type="checkbox"/>	Surgery			
<input type="checkbox"/>	Office Visits			
<input type="checkbox"/>	Pharmacy			
<input type="checkbox"/>	Maternity			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Inpatient			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Outpatient			

## **Dental Insurance**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

## **Life Insurance**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

## **Vacation**

Number of Days: 0, And  
Any Increase After - Years of Employment, Number of Days or Hours -

## **Sick Leave**

Number of Days: 0, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours -

## **Holidays**

Number of Days: -, Per Year

## **Retirement**

Employer Pays \$ 268.00 Employee Pays \$ 268.00 Total \$ 536.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

# EMPLOYEE BENEFITS

**CONTRACTOR**

**DPSS**

**CONTRACT PERIOD:**

July 2007 - June 2008

**Position Classification**

Budget Technician

**Medical Insurance/Health Plan (1)**

Employer Pays \$ 934.00 Employee Pays \$ 934.00 Total Premium \$ 1,868.00

Annual Deductible:

Employee \$ -

Family \$ -

Coverage (check all applicable):

<u>  x  </u>	Hospital Care : Inpatient	\$ <u>-</u>	Outpatient	\$ <u>-</u>
<u>  x  </u>	X-Ray & Laboratory			
<u>  x  </u>	Surgery			
<u>  x  </u>	Office Visits			
<u>  x  </u>	Pharmacy			
<u>  x  </u>	Maternity			
<u>  x  </u>	Mental Health/Chemical Dependency, Inpatient			
<u>  x  </u>	Mental Health/Chemical Dependency, Outpatient			

**Dental Insurance**

Employer Pays \$            Employee Pays \$            Total Premium \$           

**Life Insurance**

Employer Pays \$            Employee Pays \$            Total Premium \$           

**Vacation**

Number of Days: 12, And  
Any Increase After            Years of Employment, Number of Days or Hours           

**Sick Leave**

Number of Days: 12, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours           

**Holidays**

Number of Days:           , Per Year

**Retirement**

Employer Pays \$ 855.00 Employee Pays \$ 855.00 Total \$ 1,710.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee



# EMPLOYEE BENEFITS

**CONTRACTOR** DPSS **CONTRACT PERIOD:** July 2007 - June 2008

**Position Classification** Secretary, Lila Sanchez

## **Medical Insurance/Health Plan (1)**

Employer Pays \$ 9,342.00 Employee Pays \$ 9,342.00 Total Premium \$ 18,684.00

Annual Deductible:

Employee \$ -

Family \$ -

Coverage (check all applicable):

<u>  x  </u>	Hospital Care : Inpatient	\$ <u>-</u>	Outpatient	\$ <u>-</u>
<u>  x  </u>	X-Ray & Laboratory			
<u>  x  </u>	Surgery			
<u>  x  </u>	Office Visits			
<u>  x  </u>	Pharmacy			
<u>  x  </u>	Maternity			
<u>  x  </u>	Mental Health/Chemical Dependency, Inpatient			
<u>  x  </u>	Mental Health/Chemical Dependency, Outpatient			

## **Dental Insurance**

Employer Pays \$            Employee Pays \$            Total Premium \$           

## **Life Insurance**

Employer Pays \$            Employee Pays \$            Total Premium \$           

## **Vacation**

Number of Days: 12, And  
Any Increase After            Years of Employment, Number of Days or Hours           

## **Sick Leave**

Number of Days: 12, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours           

## **Holidays**

Number of Days:           , Per Year

## **Retirement**

Employer Pays \$ 6,638.00 Employee Pays \$ 6,638.00 Total \$ 13,276.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

## EMPLOYEE BENEFITS

**CONTRACTOR** DPSS **CONTRACT PERIOD:** July 2007 - June 2008

**Position Classification** Clerk

### **Medical Insurance/Health Plan (1)**

Employer Pays \$ 5,605.00 Employee Pays \$ 5,605.00 Total Premium \$ 11,210.00

Annual Deductible:

Employee \$ -

Family \$ -

Coverage (check all applicable):

<u>                    </u>	Hospital Care : Inpatient	\$ <u>-</u>	Outpatient	\$ <u>-</u>
<u>                    </u>	X-Ray & Laboratory			
<u>                    </u>	Surgery			
<u>                    </u>	Office Visits			
<u>                    </u>	Pharmacy			
<u>                    </u>	Maternity			
<u>                    </u>	Mental Health/Chemical Dependency, Inpatient			
<u>                    </u>	Mental Health/Chemical Dependency, Outpatient			

### **Dental Insurance**

Employer Pays \$                      Employee Pays \$                      Total Premium \$                     

### **Life Insurance**

Employer Pays \$                      Employee Pays \$                      Total Premium \$                     

### **Vacation**

Number of Days:                     , And  
Any Increase After                      Years of Employment, Number of Days or Hours                     

### **Sick Leave**

Number of Days:                     , Per Year, And  
Any Increase or Accumulation, Number of Days or Hours

### **Holidays**

Number of Days:                     , Per Year

### **Retirement**

Employer Pays \$ 2,514.00 Employee Pays \$ 2,514.00 Total \$ 5,028.00

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

# EMPLOYEE BENEFITS

**CONTRACTOR** DPSS **CONTRACT PERIOD:** July 2007 - June 2008

**Position Classification** CCTI Assistant

## **Medical Insurance/Health Plan (1)**

Employer Pays \$ - Employee Pays \$ - Total Premium \$ -

Annual Deductible:

Employee \$ -

Family \$ -

Coverage (check all applicable):

<u>                    </u>	Hospital Care : Inpatient	\$ -	Outpatient	\$ -
<u>                    </u>	X-Ray & Laboratory			
<u>                    </u>	Surgery			
<u>                    </u>	Office Visits			
<u>                    </u>	Pharmacy			
<u>                    </u>	Maternity			
<u>                    </u>	Mental Health/Chemical Dependency, Inpatient			
<u>                    </u>	Mental Health/Chemical Dependency, Outpatient			

## **Dental Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

## **Life Insurance**

Employer Pays \$ Employee Pays \$ Total Premium \$

## **Vacation**

Number of Days: 12, And  
Any Increase After                      Years of Employment, Number of Days or Hours                     

## **Sick Leave**

Number of Days: 12, Per Year, And  
Any Increase or Accumulation, Number of Days or Hours

## **Holidays**

Number of Days:                     , Per Year

## **Retirement**

Employer Pays \$ - Employee Pays \$ - Total \$ -

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Department or Agency Child Care Training Institute  
 Contact Person Jan Isenberg  
 Phone No. (562) 922-8913

Fiscal Year: 2007-2008  
 MOU Date: \_\_\_\_\_  
 Contract # \_\_\_\_\_

### EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Computer	1	\$2,000.00	\$2,000.00
	Colored Printer	1	\$1,500.00	\$1,500.00
	In-Focus Projector	1	\$1,500.00	\$1,500.00
GRAND TOTAL				\$5,000.00

#### DPSS Review / Approval (circle one):

Name: \_\_\_\_\_  
 Division/Section \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Justification Submitted      Yes      No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Fiscal Year 2007-08

## EDP EQUIPMENT SCHEDULE

### JUSTIFICATION

Purchase one color printer. Printer was requested but not purchased last year.

Purchase one computer to be used by secretary. Present computer has reached its memory capacity.

More memory is needed for database.

Purchase one Infocus projector to be used by trainers at CCTI workshops.

Prepared by: Jan Isenberg

Phone No. 562-922-8913

Use additional sheets as needed.

LOS ANGELES COUNTY OFFICE OF EDUCATION  
CHILD CARE TRAINING INSTITUTE  
DIVISION OF PARENT AND COMMUNITY SERVICES

BUDGET NARRATIVE FOR 2007–08  
July 1, 2007 – June 30, 2008

**DIRECT COSTS**

**SALARIES**

Salaries for the following staff members will be covered under the Child Care Training Institute budget.

- A. Project Director  
The amount budgeted for the project director is 75%. The project director will plan, organize, supervise, and coordinate the program activities; prepare budget and related reports, develop project policies, and perform other duties as requested. Twenty-five (25%) will be paid by Los Angeles County Office of Education (LACOE). The projected COLA rate for fiscal year 07-08 is 3%.
- B. Certificated Consultants – Limited Position  
The amount budgeted for three certificated consultants in a limited (CCL) position. Certificated employees work for districts in Los Angeles County. The trainers will offer some of the workshops.
- C. Budget Technician  
The amount is budgeted approximately 275 hours for a budget technician. The budget technician performs a variety of complex and specialized clerical and technical accounting, financial or statistical jobs involved in the maintenance, review, and established guidelines set forth in the contract.
- D. Secretary  
The amount budgeted is for one bi-lingual secretary at 100%. The secretary performs a variety of clerical support activities: communicates in person and or the telephone, maintains records, updates, and files materials as assigned, processes information according to established procedures. The projected COLA rate for fiscal year 07-08 is 3%.

- E. Clerk  
The amount budgeted is for one clerk. The clerk performs a variety of clerical support activities: answers the telephone, files, and collates materials for the workshops. The projected COLA rate for fiscal year 07-08 is 3%.
- F. Child Care Training Institute (CCTI) Assistants  
The amount budgeted is for 8-10 child care training assistants. The assistants work varied hours including evenings and weekends. Assignments are intermittent in nature and are limited in length. Duties include preparing materials for workshops, copying, sorting, learning various office procedures, and assembling Start-Up packages.

LOS ANGELES COUNTY OFFICE OF EDUCATION  
CHILD CARE TRAINING INSTITUTE  
DIVISION OF PARENT AND COMMUNITY SERVICES

BUDGET NARRATIVE FOR 2007-08  
JULY 1, 2007 – JUNE 30, 2008

**OPERATING COSTS**

A. Mileage

Staff members are reimbursed for their incurred mileage in connection with workshops and the Child Care Training Institute. The estimated budgeted amount is based on prior years' usage. The current LACOE mileage reimbursement rate is .485¢ per mile. Staff is reimbursed for workshops, mileage expenses from home to and from LACOE, for picking-up and returning materials. Staff is paid mileage expenses, from home to workshop site and return, for each workshop conducted.

B. Printing

To provide duplication of brochures, note pads, and materials needed for each workshop. Estimate based on prior year's contract.

C. Materials/Supplies

- Materials will be purchased for Start-Up Packages for child care providers who are licensed, income eligible, and complete a minimum of three CCTI workshops.
  - Eighty licensed providers will receive the Start-Up package worth up to \$270.
  - Fifty license-exempt providers will receive the Start-Up package worth up to \$125.
  - Providers who are licensed for three years, and attended three years of workshops at two per year will receive an additional package worth up to \$100.
- To provide for needed office supplies for staff. Estimate based on prior year's cost.
- To provide needed materials for workshop packets. Estimate based on prior year's contract
- To purchase one computer and one color printer to be used by staff for CCTI. (See Justification)
- To purchase one in-focus projector to be used at the CCTI trainings. (See Justification)



- D. Rental of Site/Facilities  
To provide for site/facility rentals needed for workshops. Rentals may include schools, community sites, and churches.
- E. Telephone  
Includes telephone/fax expenses for CCTI and a toll-free number.  
Estimate is based on prior year's cost.
- F. Other
- Postage: Mailing of letters, brochures, notices and other documents via the U.S. Postal Services on an as-needed basis. Estimate is based on prior year's cost.
  - Professional Development: Allows staff to attend conferences and other professional developmental opportunities.
  - Other: See memo titled Indirect Cost Rate dated March 6, 2007.
- G. Indirect Cost 07-08 California Department of Education (CDE) approved rate is 10.67% excluding direct services cost.

## **DIRECT SERVICES**

- A. Contractors
- (Line 1-2) Contractors will be paid for workshops and reimbursed for mileage pertaining to workshops related to contract. In addition, contractor will be paid for technical assistance for eligible participants. The current LACOE mileage is .485¢ per mile. Rate will vary according to changes in state rate. Mileage is paid from the trainer's home to the training site, and return trip. New workshops will be developed as needed.
  - (Line 3) Contractors will be paid to provide technical assistance and preparation time for family child care providers who complete five workshops. Contractors will be reimbursed for mileage pertaining to technical assistance. The current LACOE mileage is .485¢ per mile. Rate will vary according to changes in state rate. Mileage is paid from the contractor's home to the family child care home and return trip.
  - (Line 4) Mailing service will be contracted to assist with database and mailing of monthly flyers.
  - (Line 5) Contracted Consultants (Translators)

Contractors will be paid to translate materials for workshops in multiple languages. Workshops will be offered in several languages.

- B. (Line 6) Fingerprinting  
Live scan fingerprinting required for licensing for 100 income-eligible family child care providers at a cost of \$55 per live scan; maximum of two adults per license.
- C. (Line 7) CPR/First Aid  
A 15-hour CPR/First Aid training required for licensing for 20 income-eligible family child care providers at a cost of \$120 per person; maximum of two adults per license. Thirty individuals identified by the Department of Public Social Services (DPSS) child care center staff will complete a CPR/First Aid training at a cost of \$120.00 per person.
- D. (Line 8) Contracted Consultants  
In addition, an evaluator/contractor will complete an evaluation will use a pre and post test design with a follow-ups to measure change in knowledge gained and applied from attending workshops on quality child care and a final report, which will include findings and relevant data on the Child Care Training Institute.

**ATTACHMENT C**

**CONTRACTOR INVOICE FORMAT**

Contract Management Division  
 Contract Management Section I  
 12900 Crossroads Parkway South  
 City of Industry CA 91746-3411  
 Contract Number:  
 Program Name:

**Child Care Training Institute**  
**INVOICE #**

Invoice Period:  
 Acct. Code:

Description	Original Budget	Available Balance	Current Charges	New Balance
Salaries				
Project Manager	\$ -	-		-
Consultants	-	-		-
Clerical	-	-		-
Fringe Benefits	-		-	
Project Manager	-	-		-
Consultants	-	-		-
Clerical	-			-
Operating Costs				
Mileage	-	-		-
Printing	-	-		-
Provider Training Mat.	-	-		-
Rent	-	-		-
Telephone	-	-		-
Other( Postage, Workshops, Dues - must be itemized)	-	-		-
Operating Costs	-	-		-
Direct Services Costs				
Direct Services	-	-		-
Total Direct	\$ -	\$ -	\$ -	\$ -
Indirect	-	-		-
<b>Total Program</b>	\$ -	\$ -	\$ -	\$ -
<b>Balance Due</b>				<u>\$ -</u>

Prepared by: \_\_\_\_\_  
 Accountant

Telephone:

Approved by: \_\_\_\_\_  
 Financial Officer

cc:

**ATTACHMENT D**  
**MONTHLY MANAGEMENT REPORT FORMAT**

*SAMPLE*

**CHILD CARE TRAINING INSTITUTE  
MONTHLY MANAGEMENT REPORT  
RECAP SHEET**

For the Month of \_\_\_\_\_, 2007

<b>Reporting Tasks</b>	<b>Previous Month</b>	<b>This Month</b>	<b>Increase/ Decrease Number</b>	<b>YTD</b>	<b>Remarks/Comments</b>
No. of Conducted Workshops					
No of License-Exempt Providers					
No of Licensed Providers					
No of Start-Up Packages					
No of Health Aids Items					
No of Pts. Completed CPR/First Aid Trainings					
No of Potential Fingerprinted Providers					
No. of Children Served by Participating Providers					
No of Participants Providing Care After Receiving Packages					
New Workshops Added					
No. of Workshop Evaluation Forms					

**ATTACHMENT E**  
**CONTRACTOR'S EEO CERTIFICATION**  
**AND**  
**CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

**CONTRACTOR'S EEO CERTIFICATION**

Los Angeles County Office of Education

CONTRACTOR 's Name

9300 Imperial Highway, Downey, CA 90242-2890

Address

95-6000942

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR 'S CERTIFICATION**

(circle one)

- |                                                                                                                                                                                     |     |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.                                                                            | Yes | No |
| 2. The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.                                                                                  | Yes | No |
| 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.                                                             | Yes | No |
| 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Ferris Trimble, Director, Business Operations

Name and Title of Signer

Signature

Date



**CONTRACTOR 'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

Los Angeles County Office of Education  
 CONTRACTOR 's Name

9300 Imperial Highway, Downey, CA 90242-2890  
 Address

95-6000942  
 Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964, Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR 'S CERTIFICATION**

(circle one)

- |    |                                                                                                                                                                                         |     |    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits.                                                                            | Yes | No |
| 2. | The CONTRACTOR periodically monitors the equal provision of services to ensure nondiscrimination.                                                                                       | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Ferris Trimble, Director, Business Operations

Name and Title of Signer

Signature

Date

**ATTACHMENT F**

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS**

**AND**

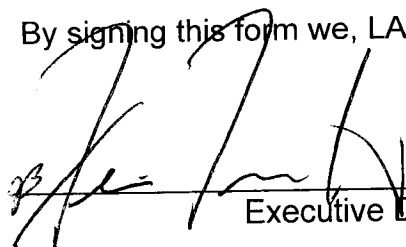
**CIVIL RIGHTS COMPLAINT FLOWCHART**  
**CONTRACTOR PROCESS**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION  
AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL  
SERVICES**

The Los Angeles County Office of Education (LACOE), agrees to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS) has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. LACOE, also agrees to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; Americans with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

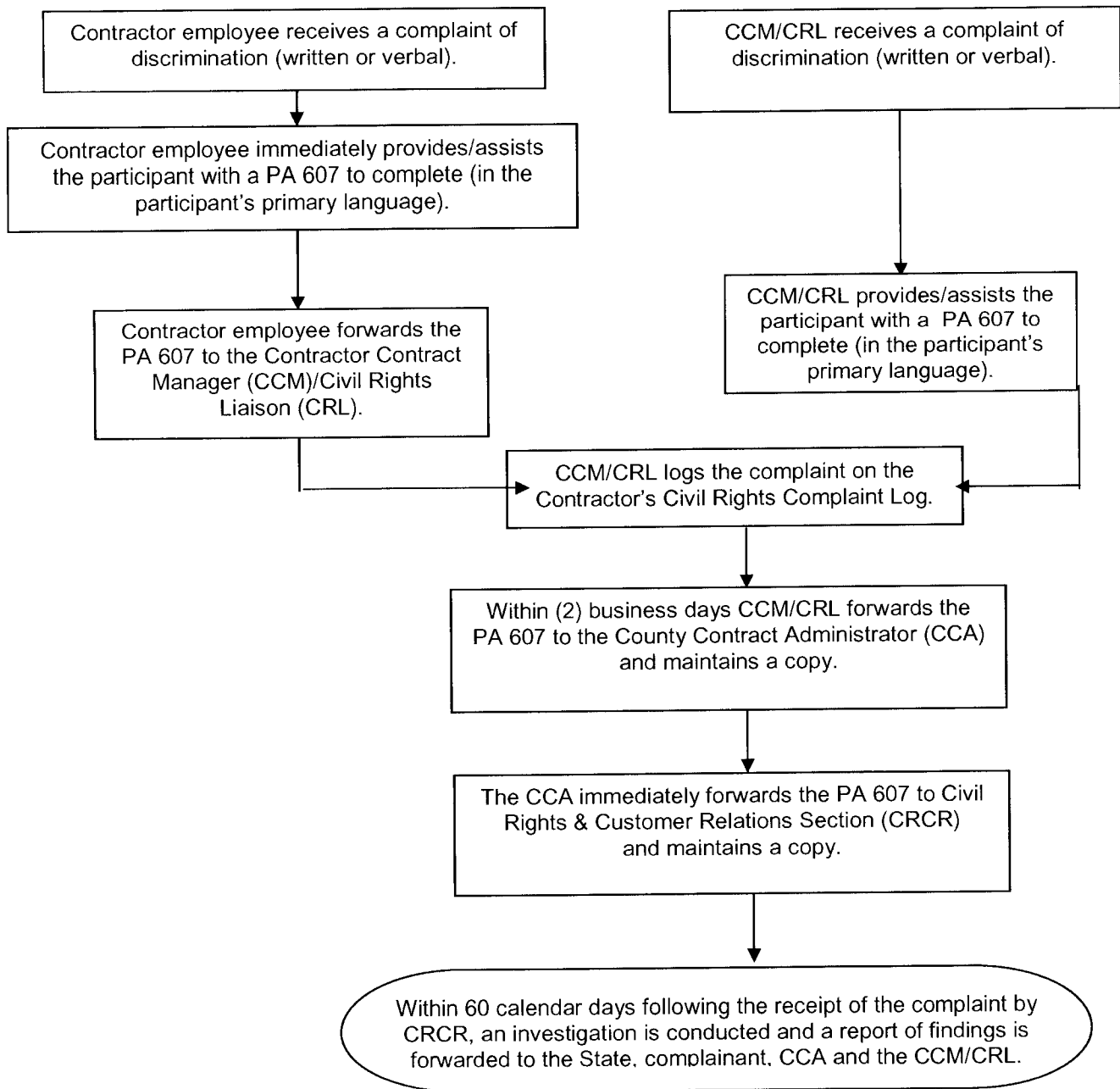
As a CONTRACTOR with DPSS, LACOE agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, LACOE agrees to comply with the requirements of the Resolution Agreement and LACOE understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, LACOE, agree to the aforementioned.

  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

## CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



**ATTACHMENT G**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### **GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### **ACKNOWLEDGMENT OF EMPLOYER**

- *I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- *I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles COUNTY for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the COUNTY of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

### **CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the COUNTY of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles COUNTY General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(CONTRACTOR Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print CONTRACTOR Employee's Name)

Working Title: \_\_\_\_\_

Original: CONTRACTOR  
Copy: CONTRACTOR Employee



## **ATTACHMENT H**

### **GROUND S FOR REJECTION**

## GROUNDS FOR REJECTION

*Los Angeles COUNTY Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Ferris Trimble, Director, Business Operations

Typed Name and Title of Signer

Signature

Date

**ATTACHMENT I**  
**INTERNAL REVENUE NOTICE 1015**

**Website access:**

**<http://www.irs.gov/pub/irs-pdf/n1015.pdf>**



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2006)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**

**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)  
Cat. No. 205991



Printed on recycled paper

**ATTACHMENT J**

**SAFELY SURRENDERED BABY FACT SHEET**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



**State of California**  
Gray Davis, Governor

**Health and Human  
Services Agency**  
Grantland Johnson, Secretary

**Department  
of Social Services**  
Rita Saenz, Director



**Los Angeles County  
Board of Supervisors**

Gloria Molina  
Supervisor, First District  
Yvonne Brathwaite Burke  
Supervisor, Second District  
Zev Yaroslavsky  
Supervisor, Third District  
Don Knabe  
Supervisor, Fourth District  
Michael D. Antonovich  
Supervisor, Fifth District

**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County hospital  
emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasara si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

## **ATTACHMENT K**

### **JURY SERVICE PROGRAM**

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Contractor is excepted from the Program.

Company Name: Los Angeles County Office of Education		
Company Address: 9300 Imperial Highway		
City: Downey	State: CA	Zip Code: 90242-2890
Telephone Number: (562) 922-8913		
Solicitation For (Type of Goods or Services):		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

### Part I: Jury Service Program Is Not Applicable to My Business

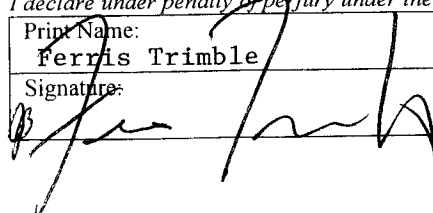
- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

### Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Ferris Trimble	Title: Director, Business Operations
Signature: 	Date:

**ATTACHMENT L**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Office of Education

Company Name

9300 Imperial Highway, Downey, CA 90242-2890

Address

95-6000942

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY contract, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Ferris Trimble, Director, Business Operations

Name and Title of Signer (please print)

**ATTACHMENT M**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

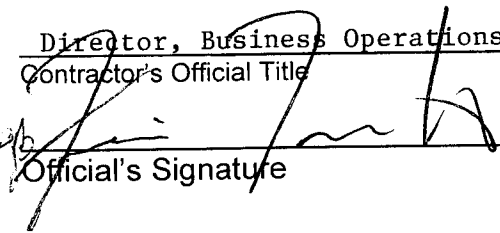
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Ferris Trimble  
Contractor's Name

Director, Business Operations  
Contractor's Official Title

  
Official's Signature

## **ATTACHMENT N**

### **COMPLAINT OF DISCRIMINATORY TREATMENT FORM**



## COMPLAINT OF DISCRIMINATORY TREATMENT

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION  
12850 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME :

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- |                                                |                                         |                                     |
|------------------------------------------------|-----------------------------------------|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |

DATE OF OCCURENCE : \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SIGNATURE)

(DATE)

ADDRESS :

TELEPHONE :

## **ATTACHMENT O**

### **GENERAL WORKSHOP CURRICULUM CATEGORIES**

**General Workshop Curriculum Categories**

1. Literacy
2. Mathematics
3. Legal
4. Business/Marketing
5. Discipline
6. Special Needs Children
7. Health and Safety
8. Diversity
9. Science
10. Contracts

**ATTACHMENT P**

**START-UP INCENTIVE PACKAGE LIST**

**START-UP INCENTIVE PACKAGE LIST**

1. CONSTRUCTION PAPER
2. PLASTIC CARS
3. PUZZLES
4. WOODEN BEADS
5. WRIST BELLS
6. PLASTIC ANIMALS
7. ELMERS GLUE STICKS
8. ELMERS LIQUID GLUE
9. SCISSORS
10. CRAYONS
11. MARKERS
12. RED PAINT
13. BLUE PAINT
14. BLACK PAINT
15. YELLOW PAINT
16. PAINT BRUSHES
17. PARACHUTE
18. SOFT BOOKS
19. HARD BOOK
20. BABY TOY
21. TODDLER MUSICAL TOY
22. AGES & STAGES BOOK
23. PIPE CLEANERS
24. NEWSPRINT
25. FIRST AID FANNY PAK
26. MATS
27. MAGIC WANDS
28. NO CHOCK TEST TUBE
29. RECIEPT BOOKS
30. TOTE